

BOULT
CUMMINGS
CONNERS
& BERRY, PLC
REGULATORY AUTH.
LAW OFFICES

414 UNION STREET, SUITE 1600
POST OFFICE BOX 198062
NASHVILLE, TENNESSEE 37219

Henry Walker
(615) 252-2363
Fax: (615) 252-6363
Email: hwalker@bccb.com

TELEPHONE (615) 244-2582
FACSIMILE (615) 252-2380
INTERNET WEB <http://www.bccb.com/>

June 22, 1999
EX-22, 1999 SECRETARY

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: Proceeding for the Purpose of Addressing Competitive Effects of Contract
Service Arrangements Filed by BellSouth Telecommunications, Inc. in
Tennessee
Docket No. 98-00559


Dear David:

Enclosed for filing is the supplemental response of the Southeastern Competitive
Carriers Association to discovery filed by BellSouth Telecommunications, Inc. in the above-
captioned proceeding.

These answers are filed in response to the hearing officer's orders of March 24 and
June 1, 1999, directing SECCA to provide answers to BellSouth's questions which SECCA did
not answer earlier.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Henry Walker *HW*

HW/nl
Attachment
c: All parties

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE: Proceeding for the Purpose of Addressing Competitive Effects of Contract Service Arrangements Filed by BellSouth Telecommunications, Inc. in Tennessee

Docket No. 98-00559

RESPONSE OF SOUTHEASTERN COMPETITIVE CARRIERS ASSOCIATION TO BELL SOUTH TELECOMMUNICATIONS, INC.'S FIRST DATA REQUESTS

The Southeastern Competitive Carriers Association ("SECCA") submits the following responses to BellSouth Telecommunications, Inc.'s ("BellSouth") first data requests dated September 16, 1998.

1. Identify each person participating in the preparation of the answers to these data requests or supplying information used in connection therewith, and explain with particularity each person's relationship, if any, to SECCA.

RESPONSE: Henry Walker, attorney for SECCA.

2. Identify each member, officer, director, and employee of SECCA.

RESPONSE: This information has already been provided to BellSouth.

3. Do you contend that any BellSouth Contract Service Arrangement is anticompetitive or discriminatory?

RESPONSE: Yes, SECCA believes that many of BellSouth's CSAs are anticompetitive. SECCA has insufficient information to determine whether BellSouth's CSAs are discriminatory.

4. If the answer to the foregoing request is in the affirmative, for each CSA which you contend is anticompetitive or discriminatory, please:

- (a) identify the CSA by applicable CSA, tariff, or docket number;

RESPONSE: SECCA's contention at this time is that the following BellSouth CSAs are anticompetitive:

- (i) all Volume and Term Agreements;
- (ii) any CSA in which a particular service is offered below cost;
- (iii) any service which is offered at less than the tariffed rate unless BellSouth can demonstrate that the rate is necessary to meet a bona fide offer from a competing carrier;

- (iv) any CSA containing termination penalties which allow BellSouth to recover costs not actually incurred by BellSouth.

- (b) identify the terms, conditions, or provisions of the CSA which you contend are anticompetitive or discriminatory, if any;

RESPONSE: See response to Question 4(a).

- (c) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein are anticompetitive or discriminatory; and

RESPONSE: BellSouth has market power. Therefore the CSAs identified in response to Question 4(a) are anticompetitive

- (d) identify all documents which support your conclusion that the CSA or any terms, conditions, or provisions contained therein are anticompetitive or discriminatory.

RESPONSE: Not applicable.

5. For those terms, conditions, or provisions in BellSouth's CSAs which you contend are either anticompetitive or discriminatory, do you contend that the same terms, conditions, or provisions would also be anticompetitive or discriminatory if contained in a Special Contract offered by a telecommunications carrier other than BellSouth?

RESPONSE: No.

6. If the answer to the foregoing request is in the negative, please explain fully the basis for your answer.

RESPONSE: A CSA is not anticompetitive unless offered by a carrier with market power.

7. Do you contend that any Special Contract offered by a telecommunications carrier other than BellSouth is anticompetitive or discriminatory?

RESPONSE: No. A CSA is not anticompetitive unless offered by a carrier with market power.

8. If the answer to the foregoing request is in the affirmative, please identify each Special Contract offered by a telecommunications carrier other than BellSouth which you contend is either anticompetitive or discriminatory, including:

- (a) the effective date of the Special Contract;
- (b) the telecommunications services provided under the Special Contract; and
- (c) the terms, conditions, or provisions which you contend are anticompetitive or discriminatory.

RESPONSE: Not applicable.

9. Do you contend that there are circumstances under which a person subject to a CSA offered by BellSouth or a Special Contract offered by another telecommunications carrier should

pay termination charges in the event the person cancels service orders prior to installation or terminates the CSA or Special Contract before the term of the agreement has expired?

RESPONSE: Yes.

10. If the answer to the foregoing request is in the affirmative, please describe with particularity:

(a) the circumstances under which you contend a person subject to a CSA or Special Contract should pay termination charges in the event the person cancels service orders prior to installation or terminates the CSA or Special Contract before the term of the agreement has expired:

RESPONSE: If the customer cancels service prior to installation, BellSouth may recover as a termination penalty only installation costs actually incurred by BellSouth. If the customer cancels service after installation but before the termination of the agreement, BellSouth may recover only the unrecovered portion of any installation charges.

(b) the type and amount of termination charges which you contend a person subject to a CSA or Special Contract should pay in the event the person cancels service orders prior to installation or terminates the CSA or Special Contract before the term of the agreement has expired.

RESPONSE: See response to Question 10 (a).

11. Do you contend that the services provided by BellSouth under Contract Service Arrangements are not available at the same rate to any similarly situated person who meets the terms and conditions of the CSA?

RESPONSE: SECCA has insufficient information to answer this question.

12. If the answer to the foregoing request is in the affirmative, please:

(a) state all facts which support your contention that the services provided by BellSouth under Contract Service Arrangements are not available at the same rate to any similarly situated person who meets the terms and conditions of the CSA;

(b) identify any similarly situated person who meets the terms and conditions of a Contract Service Arrangement who you contend has not been offered a CSA; and

(c) identify all documents which support your contention that the services provided by BellSouth under Contract Service Arrangements are not available at the same rate to any similarly situated person who meets the terms and conditions of the CSA.

RESPONSE: SECCA has insufficient information to answer this question.

13. Since January 1, 1994, have you or any of your members had contact, directly or indirectly, verbally or in writing, with any person complaining, expressing concern, or raising questions about any CSA offered by BellSouth or any Special Contract offered by another telecommunications carrier?

RESPONSE: Yes. Henry Walker, counsel for SECCA, has raised concerns with the Consumer Advocate and with other carriers about the anticompetitive impact of BellSouth's CSAs. These conversations did not involve particular CSAs. There is no written documentation of these conversations.

14. If the answer to the foregoing request is in the affirmative, please:

(a) identify each such persons making a complaint, expressing a concern, or raising questions about a CSA or Special Contract;

(b) identify each CSA or Special Contract about which a complaint was made, a concern was expressed, or a question was raised, including the identity of the carrier involved; and

(c) identify all documents that refer or relate to such complaints, concerns, or questions.

RESPONSE: See response to Question 13.

15. Describe with particularity the criteria you contend should be considered, if any, in determining whether a similarly situated person meets the terms and conditions of a CSA offered by BellSouth or a Special Contract offered by another telecommunications carrier. In answering this data request, identify any criteria which you contend should apply only to CSAs offered by BellSouth.

RESPONSE: BellSouth must demonstrate that each service offered in a CSA is priced at or above cost and that each service offered at less than the tariffed rate is necessary to meet a bona fide competitive offer.

Such requirements apply only to a carrier with market power.

16. Describe with particularity the procedures you contend should be utilized, if any, in determining whether a similarly situated person meets the terms and conditions of a CSA offered by BellSouth or a Special Contract offered by another telecommunications carrier. In answering this data request, identify any procedures which you contend should apply only to CSAs offered by BellSouth.

RESPONSE: Each BellSouth CSA filing should include evidence demonstrating that BellSouth has met the two criteria described in response to Question 15. Any person desiring to

challenge that evidence may intervene and request that the TRA open a contested case hearing and require BellSouth to demonstrate that the CSA meets the requirements stated above and is otherwise consistent with the public interest.

These procedures should apply only to a carrier with market power.

17. Produce copies of all documents identified in response to these data requests.

RESPONSE: Not applicable.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'H. Walker', is written over a horizontal line.

Henry Walker
Boult, Cummings, Conners & Berry, PLC\
414 Union Street, Suite 1600
Nashville, Tennessee 37219
(615) 252-2363

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing has been hand delivered or mailed to the following persons on this the 22nd day of June, 1999:

Guy M. Hicks
BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

Richard Collier, Esq.
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0500


Charles B. Welch, Esq.
Farris, Mathews, et al.
511 Union St., #1600
Nashville, TN 37219

Vance Broemel, Esq.
Consumer Advocate Division
426 5th Avenue, N., 2nd Floor
Nashville, TN 37243

Carolyn Tatum Roddy, Esq.
Sprint Communications Company, L.P.
3100 Cumberland Circle, N0802
Atlanta, GA 30339

James P. Lamoureux
AT&T
Room 8068, 1200 Peachtree Street, N.E.
Atlanta, GA 30309

Jon Hastings
Boult Cummings, et al.
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, TN 37219


Henry Walker